

BHARAT SANCHAR NIGAM LIMITED
CALCUTTA TELEPHONES
 APPLICATION FORM FOR
DIRECT INTERNET ACCESS SYSTEM (DIAS)



Form No. DN / DIAS / 03 / 1

| For Office Use Only | |
|---------------------|--|
| Ref no. | |
| Date Received | |
| Signature | |

Dear Sir,

I / We wish to subscribe for DIAS service with the following plan, necessary particulars are given below:

1. Name

2. Installation Address

PIN Code

3. Existing Tel. No. for installation of DIAS

4. Contact Person(Name and address)

5. Contact telephone No. (1)

Mobile no. (2)

6. Fax no.

7. E-mail id (if any)

8. Billing Address

PIN Code

9. Choice of Tariff Plan (for new applicants) (Please Tick)

| | | | |
|--------|--------|---------|----------|
| Plan 0 | Plan I | Plan II | Plan III |
|--------|--------|---------|----------|

10. Change of Tariff Plan (For existing DIAS cust.) (Please tick)

| Existing Plan | | | | New Plan | | | |
|---------------|--------|---------|----------|----------|--------|---------|----------|
| Plan 0 | Plan I | Plan II | Plan III | Plan 0 | Plan I | Plan II | Plan III |
| | | | | | | | |

I/we understand that the service is available from new technology exchanges. I/We have gone through the Terms and Conditions & tariff of the services offered by BSNL having no. DN/DIAS-Internet /03/1(overleaf) and agreed to abide by the same. I/we also understand that the rates are subject to revision as decided by BSNL.

Signature of the Applicant

BHARAT SANCHAR NIGAM LIMITED
 CALCUTTA TELEPHONES
ACKNOWLEDGEMENT SLIP

Ref no.

Received Application Form for Installation of Direct Internet Access System (DIAS) from the subscriber with the detail given below:

1. Name

2. Existing Tel No. for Installation of DIAS

Date: -

Signature of Receiving Officer

DN / DIAS-Internet / 03 / 1 (Overleaf)
Broad Terms and Conditions of BSNL DIAS Service

1. BSNL shall
 - a. Endeavor to provide reliable & efficient services to its customer.
 - b. Update its Internet services, provide new facilities, modify & delete certain features without prior intimation.
 - c. Upgrade its network capacity, bandwidth, speed & add new nodes & reconfigure its network as per need.
2. BSNL may revise the tariff for its DIAS services & its value added services from time to time to on its sole discretion.
3. Value Added Telecom service providers shall get necessary permission/license from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, NEW DELHI-110 001 [Tel: 23326255 / 23032855, - Fax: 23327656]
4. In case of an ISP, all terms & conditions of ISP license shall be applicable
5. **The customer understands and acknowledges that:**
 - a. **Only Telecom Engineering Center (TEC), New Delhi approved Interface Equipment would be used for accessing DIAS Services.**
 - b. **Necessary License Fee is payable to BSNL for connecting Modem/other Interface equipment etc. as applicable. The DIAS customer is required to complete necessary formalities with local BSNL office.**
 - c. Interactive voice and fax messaging shall not be permitted on BSNL Internet Services network, as such selling/promoting Internet Telephony/Fax etc., is prohibited.
 - d. Ending unsolicited messaging via BSNL DIAS Services is unlawful.
 - e. Probing for means of gaining unauthorized access to computers or networks is not permitted.
 - f. Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data, is not permitted.
 - g. Sending harassing or threatening transmissions over BSNL leased Internet Services is not permitted.
 - h. Internet contains unedited materials, some of which may be sexually explicit or offensive & provocative for which BSNL has no control. Any objectionable or obscene
 - i. Messages or communications, which are inconsistent with the established laws of the country, are not created, stored downloaded, accessed, transmitted or retransmitted by him or any other person using his facilities.
 - j. The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made there under and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
 - k. Customer assumes total responsibility and risk for use of the Internet Services.
6. Payment of bills - It would be the responsibility of subscriber to make advance payment of BSNL DIAS Services. BSNL would disconnect the service in case of non-receipt of advance payment without giving any notice to the subscriber.
7. Disclaimer :- While every effort is made by BSNL to provide highest quality of services to its customers of DIAS Services, the linking, quality and speed of data transmission is entirely dependant on the telephone line connectivity as may be permitted by MTNL/BSNL systems. Accordingly, BSNL shall in no event be responsible to the customer in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the customer with BSNL network computer or the deficiency in data transmission between the customer and BSNL network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from. The DIAS Service is provided by BSNL on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose.
 No advice or information given by BSNL, its affiliates or their respective employees shall create a warranty. Neither BSNL nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components. Under no circumstances shall BSNL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from customers, use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
 8. Force Majeure - If at anytime, during the continuance of BSNL DIAS Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the subscriber shall not have any claim for damages against BSNL in respect of such non-performance or delay in performance of BSNL Internet Services.
 9. **Arbitration of Disputes** - That in case of any dispute or differences, breach & violation relating to the terms and conditions the said matter or dispute, difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. Subscriber will have No objection in any such appointment that arbitrator so appointed is an employee of the BSNL, same as above, the said Arbitrator shall act as under the Provision of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.
10. **Acceptable user policy for DIAS's users**
 This acceptable user policy (AUP) specifies the actions permitted by Bharat Sanchar Nigam Limited (BSNL) to its users of DIAS Services, including leased line, dial up and other services which may be introduced in future. BSNL reserve's the right to modify the policy at any time. All subscribers of DIAS Services. directlv or indirectlv are required to engage in acceptable use only as per this policy as modified from time to time.

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BHARAT SANCHAR NIGAM LTD

CALCUTTA TELEPHONES

Tariff for DIAS

| | Plan - O | Plan - I | Plan - II | Plan - III |
|--|-----------------|-----------------|------------------|-------------------|
| Activation charges (non refundable) | Rs. 1000/- | Rs.2000/- | Rs.3000/- | Rs.3000/- |
| Security Deposit | NIL | NIL | NIL | NIL |
| Monthly Rental per user | Rs. 450/- | Rs.850/- | Rs.1800/- | Rs.3000/- |
| Free Usages per month | 0.2 GB | 0.6 GB | 1.5 GB | Unlimited |
| Additional Usage Charges per 100 Mb or part per month thereof | Rs. 150/- | Rs.120/- | Rs.120/- | N/A |

**For Technical information contact DE (Internet).
 Email: dnwctd@sancharnet.in**

**Further Information Dial: - 1500 (Sampark)
 After Installation Dial: - 1957**

a. Illegal use

DIAS network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, and violates export control laws or anti national.

b. Subscriber conduct

Subscriber shall use DIAS services for lawful purposes only. Subscriber shall not post or transmit using DIAS services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or which, without the BSNL's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the BSNL's discretion restricts or inhibits any other Subscriber from using or enjoying DIAS services will not be permitted. Subscriber shall not use DIAS services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the DIAS services .

Subscriber shall not upload, post or otherwise make available using DIAS services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

c. System and Network Security

Violation of system or network security are prohibited, and may result in criminal and Civil Liability. The BSNL will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data.
- Harassing or threatening transmissions.
- Probing for means of gaining unauthorized access to computers or networks.
- Introducing or causing to be introducing any computer contaminant or computer viruses into system or network.
- Introducing or causing to introduce any pornography material, e-mail etc.

d. Indemnification

Subscribers agree to defend, indemnify and hold harmless the BSNL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of DIAS Services by subscriber or any body else than the Subscriber, if any.

e. EMAIL

It is a condition of use of DIAS services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, e-mail, mailing lists or other groups or lists is prohibited.

Mail Relay using mail servers of other ISPs depends upon the policies of respective ISPs over which BSNL has no control

f. Enforcement of AUP for BSNL subscribers

Indirect or attempted violations of the policy and actual or attempted violations by a third party on behalf of a DIAS subscriber or a subscriber's end user shall be considered violation of the policy by such customer or end user. Any user found violating the above AUP is liable for action under the prevailing laws including termination of services.

11. BSNL shall have the absolute right to immediately terminate, any time, Subscriber contract in the event of any conduct by Subscriber which the BSNL, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of the terms and conditions.

12. The speed of the Internet may vary depending the aggregate usage. The IP allocations will be made as per the convenience of BSNL.

DECLARATION

I/WE have carefully read the terms and conditions of the agreement and technical specifications of BSNL DIAS Services and agree to abide the same.

Signature of Customer

(Name of Customer in Capitals)

Date

Place